



# *City Of Miami Gardens*

## **Request for Proposal**

### **RFP-#007**

## **PROPOSAL FOR EMERGENCY DEBRIS REMOVAL SERVICES**

ISSUING DEPARTMENT: OFFICE OF THE CITY MANAGER

Contracting Officer: Horace McHugh Telephone: (305) 653-3944

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN

Thursday, July 8, 2004 at 2:00 PM (Local Time)

At

City of Miami Gardens

Office of the City Clerk

1515 NW 167<sup>th</sup> Street, Bldg. #5

MIAMI GARDENS, FLORIDA 33169

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CITY CLERK ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY OF MIAMI GARDENS IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

THE CITY OF MIAMI GARDENS IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

### **TABLE OF CONTENTS**

#### **Section**

	<b>DEFINITIONS</b>	<b>Page 2</b>
<b>1.0</b>	<b>OVERVIEW AND PROPOSAL PROCEDURES</b>	<b>Page 2</b>
<b>2.0</b>	<b>SCOPE OF SERVICES</b>	<b>Page 7</b>
<b>3.0</b>	<b>GENERAL CONDITIONS, REQUIREMENTS &amp; SPECIFICATIONS</b>	<b>Page 2</b>
<b>4.0</b>	<b>FINANCIAL TERMS &amp; CONDITIONS</b>	<b>Page 8</b>
<b>5.0</b>	<b>PROPOSAL EVALUATION</b>	<b>Page 9</b>
<b>6.0</b>	<b>ADDITIONAL INFORMATION/EXCEPTIONS</b>	<b>Page 10</b>
<b>7.0</b>	<b>ACKNOWLEDGEMENT AND CERTIFICATION</b>	<b>Page 10</b>

## **DEFINITIONS**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words “Consultant” or “Contractor” to mean the Proposer that receives any award of a Contract from the City as a result of this Solicitation.
- b) The word “City” to mean the City of Miami Gardens, a political subdivision of the State of Florida.
- c) The word “Department” to mean the office of the City Manager.
- d) The words “Proposer”, “Submitter” or “Respondent” to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words “Scope of Services” or “Scope of Work” to mean Section 1.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word “Solicitation” to mean this Request For Qualifications (RFP) and all associated addenda and attachments.
- g) The words “Subcontractor” or “Subconsultant” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, special testimony, or expert witness services, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Contractor.
- h) The words “Work”, “Services”, “Program”, “Project” or “Engagement” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- i) The words “Work Order” to mean a document that defines and describes the parameters of individual projects assigned or awarded by the City to the Contractor in accordance to the terms of the Contract.

## **SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES**

### **1.1 INTRODUCTION/BACKGROUND**

The City of Miami Gardens was incorporated in May, 2003, as a municipality of the State of Florida. The City lies in the Southeast Florida costal area and is subject to major hurricanes each year. When such a disaster hits, it is critical for the residents and business community of the City to be able to return to normalcy as soon as possible. A large part of this process is the clearing and removal of hurricane-related debris.

The City seeks the contingent services of a debris removal company in case of such emergency.

### **1.2 RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:	June 8, 2004
RFP Notice published	June 11 and 14, 2004
Deadline for receipt of questions:	July 5, 2004
Deadline for receipt of proposals: (Time)	Wed., July 7, 2004 at 2:00 p.m. (Local (See Section 1.4 for location)
Evaluation/Selection process:	July 8-9, 2004
Projected Award Date:	July 14, 2004
Projected contract start date:	July 15, 2004

### **1.3 RFP AVAILABILITY**

The solicitation package is available on-line at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov) (Click on the "News" link) or through the City Manager or his designee at, 17801 NW 2<sup>nd</sup> Avenue, Suite 201, Miami Gardens, Florida 33169 (until June 13, 2004) or 1515 NW 167<sup>th</sup> St., Bldg. #5, Miami Gardens, FL 33169 (After June 15, 2004).

Proposers or Respondents, who obtain copies of this Solicitation from sources other than the City Manager, risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks.

### **1.4 PROPOSAL SUBMISSION**

**Proposals may be submitted in a format of proposer's choosing so long as all information requested is provided.** The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10 bound copies (a total of 11)** of the complete proposal must be received by **the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2).** The original and all copies must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Office of the City Clerk  
RE: RFP #007 – Emergency Debris Removal Services  
1515 NW 167<sup>th</sup> St., Bldg. #5  
Miami Gardens, FL 33169**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m. (after June 13, 2004, Mondays through Fridays (however, please note that proposals are due at the City Clerk on the date and at the time indicated in Section 1.2. Additionally, the Office of the City Clerk is closed on holidays observed by the City). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.

### **1.5 CONE OF SILENCE**

A "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami Gardens City Council. The Cone of Silence **prohibits any communication** regarding RFPs between, among others:

- § potential Proposers, service providers, lobbyists or consultants **and** the City's professional staff including, but not limited to, the City Manager and the City Manager's staff, the Mayor, City Council or their respective staffs;
- § the Mayor, City Council or their respective staffs **and** the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; or
- § potential Proposers, service providers, lobbyists or consultants, any member of the City's professional staff, the Mayor, City Council or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- § oral communications with the responsible Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- § oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Miami Gardens City Council during any duly noticed public meeting; or
- § communications in writing at any time with any City employees, official or member of the Miami Gardens City Council unless specifically prohibited by the applicable RFP documents.

Proposers must file a copy of any written communications with the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail to [hmchugh@miamigardens-fl.gov](mailto:hmchugh@miamigardens-fl.gov), with a copy to the City Clerk at [taylor@miamigardens-fl.gov](mailto:taylor@miamigardens-fl.gov).

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the City Manager of Miami Gardens, Florida.

All Proposers will be notified in writing when the City Manager makes an award recommendation to the Miami Gardens City Council.

The Contracting Officer for this RFP is:

Name and Title: Horace McHugh, Assistant City Manger  
Name of Agency: City of Miami Gardens  
Address: 1515 NW 167<sup>th</sup> St., Bldg. #5, Miami Gardens, Florida 33169

Telephone:

305 653-3944

Fax:

305 653-3955

### **1.6 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and received by the City's Contracting Officer for this RFP, in accordance with **Section 1.5** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.5** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. All questions and responses will be posted on the City's web site. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated RFP Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

Proposers who obtain copies of this RFP from sources other than the City Administrative Offices risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

### **1.7 MODIFIED PROPOSALS**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

### **1.8 WITHDRAWAL OF PROPOSALS**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the City contact person for this RFP (in accordance with **Section 1.5**), prior to the Proposal Due Date or upon the expiration of THIRTY (30) calendar days after the opening of proposals.

### **1.9 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be considered. The responsibility for submitting a proposal to the City Clerk on or before the stated time and date is solely

and strictly the responsibility of the Proposer. The City of Miami Gardens is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

#### **1.10 RFP POSTPONEMENT/CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

#### **1.11 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Miami Gardens City Council.

#### **1.12 BUSINESS ENTITY REGISTRATION**

The City of Miami Gardens requires business entities to secure a City Occupational License before doing business with the City if they maintain an office within the City. Proposers need not secure the license to present a proposal; however, the selected Proposer(s) must secure such license prior to the award of a contract, as failure to obtain such license may result in the rejection of the Proposal. To obtain a license, contact the Assistant City Manager for Business Services Manager at 305 653-3944.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

#### **1.13 ORAL PRESENTATIONS**

The City may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this RFP Timetable (see Section 1.2). It is not anticipated that oral presentations will be required at this time.

#### **1.14 EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Proposer will accept all terms and conditions.

### **1.15 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

### **1.16 NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint and be signed.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

The selected applicant will be required to enter into an Agreement with the City which may include additional provisions than those contemplated in the RFP.

### **1.17 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

### **1.18 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

## **SECTION 2.0 - SCOPE OF SERVICES**

### **2.1 INTRODUCTION/BACKGROUND**

The City of Miami Gardens was incorporated in May, 2003, as a municipality of the State of Florida. The City lies in the Southeast Florida coastal area and is subject to major hurricanes each year. The City's population is approximately 101,000 and covers an area of approximately 21 square miles.

In the event of a hurricane, tornado, earthquake, or other natural disaster, it is critical for the residents and business community of the City to be able to return to normalcy as soon as possible. A large part of this process is the clearing and removal of disaster-related debris.

It is expected that the City will not have sufficient in-house resources to handle such emergency debris removal or the in-house staff to maintain recordkeeping during the emergency for eventual processing through the Federal Emergency Management Agency (F.E.M.A.) for reimbursement of related costs.

### **SECTION 3.0 - GENERAL CONDITIONS, REQUIREMENTS AND SPECIFICATIONS**

- 3.1** Provide an overview of your firm's capabilities and disciplines, including personnel and equipment.
- 3.2** Provide a list of firm's principals, and the name of the lead contact for the City of Miami Gardens emergency debris services.
- 3.3** Provide the location of the firm and the office from which the lead contact will work.
- 3.4** Provide any information documenting the firm's success in representing public clients in general, and Florida municipal clients in particular, that you believe would assist in evaluating the firm's experience in handling the types of issue outlined below.
- 3.5** Provide a list of municipal and other references for your firm.
- 3.6** Provide a commitment of a minimum number of crews in an emergency, including the minimum number of crews available for each of the five categories of hurricanes.
- 3.7** Commitment of arrival time for first crews after the event.
- 3.8** Address the following performance issues in your response
  - a. Emergency clearance of primary roads and rights-of-way, including cutting of downed trees and pushing of materials off roadways.
  - b. Emergency clearance of secondary roads and rights-of-way including cutting of downed trees and pushing of materials off roadways.
  - c. Removal and disposal of mud, sand, dirt from roads and rights-of-way.
  - d. Pick-up and hauling of debris from rights-of-way to temporary staging area(s).
  - e. Removal and disposal of debris from temporary staging area(s).
  - f. Management of debris reduction activities (burning, chipping, etc).



- g. Tree trimming, topping and removal to deal with damaged and dangerous trees/limbs.
- h. Hazardous waste recovery and remediation in flooded or other areas including streets, industrial sites, canals, and parks.
- i. Permit acquisition for all stages of recovery activities.
- j. Management of all activities and maintenance of documentation in such a manner that all clean-up activities will be eligible for F.E.M.A. reimbursement. Assist the City in filing for reimbursement and verification of final contract close-out and production of a final inspection report for the F.E.M.A. close-out audit. Provide a description of your experience in providing the necessary documentation for reimbursement from F.E.M.A., with references if available.

## **SECTION 4.0 - FINANCIAL TERMS AND CONDITIONS**

- 4.1** Proposer should provide a schedule of rates by individual or category of employee as they will be applied to the services provided to the City of Miami Gardens, and rates for each of the categories of services in Section 3 above.
- 4.2** Contractor agrees to carry public liability insurance in the amount of \$1,000,000.00; Bodily Injury, and Property Damage in the amount of \$1,000,000.00 with an Umbrella Form Injury and Property Damage combined of \$3,000,000.00 in order to protect Contractor and the City from any claims resulting from accidents arising from the activity provided for in this agreement. In addition, contractor must carry a minimum of \$5,000,000 in automobile liability insurance and provide to the City, evidence of statutory Worker's Compensation coverage for its employees. Prior to the award of the contract, contractor or Contractor's insurer must supply City with a certificate of insurance for each required coverage that identifies the City of Miami Gardens as an additional insured. Contractor must further agree to indemnify and hold harmless the City, it's elected and appointed officers, agents, servants, and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature sustained by the City or any third party, arising out of, by reason of, resulting from, or in conjunction with Contractor's performance under the agreement.
- 4.3** This is a contingent services contract. Proposer understands that no payments will be made pursuant to the terms of this agreement unless specifically engaged by the City for a specific emergency.
- 4.4** City reserves the right to establish the financial capability of Proposer and all sub-contractors to carry out the tasks outlined in this proposal and to reject any sub-contractors that, in City's opinion, may not be able to fulfill the terms of this agreement.

## **SECTION 5.0 –PROPOSAL EVALUATION**

5.1 ,Proposals will be evaluated based on the responses to answers and information provided by proposer in Section 3 and Section 4 in that priority order.

## **SECTION 6.0 – ADDITIONAL INFORMATION/ATTACHMENTS/EXCEPTIONS**

6.1 If proposer desires to submit additional information or offers regarding this RFP, or make exceptions to the RFP, such proposals, offers, information or exceptions may be included in the reply or attached to this RFP. If attached, each page should be initialed by the proposer.

## **SECTION 7.0 – ACKNOWLEDGEMENT/CERTIFICATION**

7.1 Each proposer must sign this Acknowledgement form below, and by doing so certifies receipt of the RFP and acknowledging and agreeing to all of the terms, conditions and requirements contained herein:

WITNESS:

**IF INDIVIDUAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

WITNESS:

**IF PARTNERSHIP**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

By:\_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

WITNESS:

**IF CORPORATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

By:\_\_\_\_\_  
(President)

\_\_\_\_\_  
Print Name

Attest:\_\_\_\_\_  
Secretary

(Corporation Seal)